

REMARKS

This application has been reviewed in light of the Non-final Office Action of February 1, 2007. Claims 1-31 are pending, and all claims are rejected. In response, claims 1 and 4 are amended; claims 28-31 are cancelled, without prejudice; and the following remarks are submitted. Upon entry of this Response, claims 1-27 will be pending in the Application. Reconsideration of this application, as amended, is requested.

In the outstanding Office Action, the Examiner rejected Claims 19 and 23-24 under 35 U.S.C. 102(b) as being unpatentable by Simon et al., U.S. 6,195,648 B1, hereinafter referred to as "Simon"; rejected claims 1-2, 4-18 and 28-31 under 35 U.S.C. 103(a) as being unpatentable over Andersen et al., U.S. Patent No.: 5,774,883, hereinafter referred to as "Andersen" in view of Simon; rejected claim 3 under 35 U.S.C. 103(a) as being unpatentable over Andersen in view of Simon, and further in view of Elphick et al., U.S. Patent Number: 5,218,539, hereinafter referred to as "Elphick"; rejected Claim 20 under 35 U.S.C. 103(a) as being unpatentable over Simon in view of Elphick; and rejected Claims 21-22 and 25-27 under 35 U.S.C. 103(a) as being unpatentable over Simon in view of Andersen.

Ground 1

The Examiner rejected Claims 19 and 23-24 under 35 U.S.C. 102(b) as being unpatentable by Simon et al., U.S. 6,195,648 B1,

In Paragraph 3 of the Office Action, the Examiner stated the following:

As per claim 19, Simon et al. teaches a system for leasing a motor vehicle to a credit challenged consumer comprising:

a device capable upon activation of rendering the vehicle operable for a predetermined period of time, the vehicle otherwise being inoperable with the installed device (see column abstract, Fig. 3, column 1, line 60-column 2, line 38 and column 10, lines 9-56);

means for obtaining a funded lease for the vehicle (see column 10, lines 9-56); and a means for activating the device upon payment of a predetermined lease amount (see column 10, lines 9-56).

Applicants respectfully traverse the rejection of claim 19 under 35 U.S.C. § 102. The following principle of law applies to §102 rejections. MPEP 2131 provides: "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. The identical invention must be shown in as

complete detail as is contained in the ...claim. The elements must be arranged as required by the claim..." [citations omitted] This is in accord with the decisions of the courts. Anticipation under §102 requires 'the presence in a single prior art disclosure of all elements of a claimed invention arranged as in that claim.' Carella v. Starlight Archery, 231 USPQ 644, 646 (Fed. Cir., 1986), quoting Panduit Corporation v. Dennison Manufacturing Corp., 227 USPQ 337, 350 (Fed. Cir., 1985). Thus, identifying a single element of the claim, which is not disclosed in the reference, is sufficient to overcome a §102 rejection.

Claim 19 recites, in part, a "means for obtaining a funded lease for the vehicle." The Examiner stated that Simon et al. teaches this claim element at Col. 10, lines 9-56, which encompasses claims 1 and 2 of the '648 Patent. The cited passage is reproduced below for convenience:

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1. A method of enabling and disabling a motor vehicle in response to payments being timely made, comprising the steps of:

- 33. computing a payment due deadline of a loan agreement for said motor vehicle;
- 34. generating a reference code which corresponds to said deadline;
- 35. providing said reference code to a comparator via a computer interface;
- 36. receiving an additional code, via a keypad, from a user;
- 37. passing said additional code to said comparator;
- 38. comparing said additional code with said reference code;
- 39. disabling a system which supports causing ignition in an engine of said motor vehicle, if agreement between said additional code and said reference code is not detected prior to said payment due deadline, wherein said system includes only components not dedicated to directly causing a spark to initiate combustion; and
- 40. enabling said system if agreement between said additional code and said reference code is detected.

2. A system for enabling and disabling a motor vehicle in response to timely payments being made comprising:

- 41. a disabling module connected to a system that supports causing ignition in an engine of said motor vehicle;
- 42. a control module in communication with said disabling module; and
- 43. means for periodically receiving a code from a keypad and transmitting said code to said control module;
- 44. wherein said control module comprises:
- 45. a comparator;
- 46. a reference code providing module, said comparator being operable for comparing reference codes with received codes and triggering events in response thereto, and
- 47. said reference code providing module being operable for periodically providing reference codes to said comparator wherein said reference codes correspond to payments which are to be made;
- 48. wherein said disabling module disables the system that supports causing ignition when said code is not in agreement with said reference code before a predetermined time exceeds a predetermined deadline, and wherein the system that supports causing ignition includes only components not dedicated to directly causing a spark to initiate combustion.

* * * * *

With respect to Claim 19, neither of the above-referenced claims 1 and 2 of Simon et al. sets forth a means for obtaining a funded lease. To the contrary, the cited passage merely discloses computing a payment due deadline of a loan agreement. There is no other reference to a loan agreement in the passage cited by the Examiner. Claim 2 of Simon makes no reference whatsoever to a loan agreement, nor does it refer to a funded lease. Thus, Claim 19 is not anticipated by Simon et al., as at least one of the claim elements, namely, means for obtaining a funded lease, as required by Claim 19, is not present.

In Paragraphs 4 and 5 of the Office Action, the Examiner stated the following:

4. As per claim 23, Simon et al. teaches a system of claim 19 described above. Simon et al. further teaches comprise a device for tracking the vehicle selected from the group consisting of a Global Positional System device and a Radio Frequency Identification device (see column 7, lines 39-53).

5. As per claim 24, Simon et al. teaches the system of claim 19 described above. Simon et al. further teaches wherein the means for activating the device includes transferring an authorization code selected from the group consisting of using a keypad, via radio waves and via a cellular telephone (see column 7, lines 38-53, where "radio frequency" is equivalent of "radio wave" and column 10, lines 19-20).

Applicants respectfully traverse the rejection of claims 23 and 24 under 35 U.S.C. § 102.

With respect to claims 23 and 24, both claims depend from independent claim 19, and thus applicants respectfully submit that 23 and 24 are not anticipated by Simon et al., for the same reasons set forth above. In addition, claim 23 requires a device for tracking the vehicle selected from the group consisting of a Global Positioning System device and a Radio Frequency Identification device. With respect to claim 23, the Examiner cited the passage at Col. 7, lines 39-53, which is reproduced below for convenience:

Same alternative versions of the invention omit use of a user interface. Where stationary equipment can easily be put into automatic communication with a payment center, for example via a simple telephone line connection, a user interface may be replaced by a modem and telephone line. The logic processing unit can then receive transmission of codes directly from the payment center without user input whatever. One will appreciate that there is nothing sacred about a telephone line hook-up and other communication means may work in similar fashion. Paging technology which transmits messages by radio frequency also works well. Equipment having a pager in communication with a logic processor unit could receive codes to activate the systems. Thus, any means of conveying a code from a payment center to a piece of equipment should be considered as part of the invention.

The cited passage refers to telephone hook-up, paging technology which transmits messages by radio frequency, equipment having a pager in communication with a logic processor to receive codes, and any means of conveying a code from a payment center to a piece of equipment. Global Positioning System (GPS) and Radio Frequency Identification

Device (RFID) technology are not disclosed anywhere in this passage. Specifically, it is well known in the art that a RFID is relying on storing and remotely retrieving data using devices called RFID tags or transponders. An RFID tag is an object that can be attached to an object for the purpose of identification using radio waves. One part of the RFID tag is an integrated circuit for storing and processing information, modulating and demodulating a radio frequency (RF) signal and perhaps other specialized functions, and the second part is an antenna for receiving and transmitting the signal. Thus the paging technology that transmits messages via radio frequency RFID in Simon fails to teach the RFID, as found in Claim 23.

Similarly, there is nothing in Simon that discloses the use of GPS technology, as provided by the limitation in Claim 23.

Therefore, applicants respectfully submit that claims 19, 23 and 24 are not anticipated by Simon et al., and requests reconsideration and allowance of these claims.

Ground 2

The Examiner rejected claims 1-2, 4-18 and 28-31 under 35 U.S.C. 103(a) as being unpatentable over Andersen in view of Simon.

In Paragraph 8 of the Office Action, the Examiner states the following:

As per claim 1, Andersen et al. teaches a method for leasing a motor vehicle to a credit challenged customer comprising the steps of:

selecting a vehicle (see column 20, lines 36-40);
approving a lease for the vehicle (see column 24, lines 42-55);
funding the lease (see column 24, lines 42-55);
delivering the vehicle to the customer (see column 23, lines 4-8 and column 24, lines 42- 55).

Andersen et al. does not teach:

selecting and installing into the vehicle a device capable upon activation of rendering the vehicle operable for a predetermined period of time, the vehicle otherwise being inoperable with the installed device;
activating the device to render the vehicle operable for a predetermined lease period after receiving a predetermined lease payment from the customer for the predetermined lease period.

Simon et al. teaches:

selecting and installing into the vehicle a device capable upon activation of rendering the vehicle operable for a predetermined period of time, the vehicle otherwise being inoperable with the installed device (see abstract, Fig. 3, column 1, lines 60-column 2, lines 38 and column 10, lines 9-56);

activating the device to render the vehicle operable for a predetermined lease period after receiving a predetermined lease payment from the customer for the predetermined lease period (see abstract, Fig. 3, column 1, line 60-column 2, line 38 and column 10, lines 9-56).

Therefore, it would be *prima facie* obvious to one of ordinary skill in the art at the time the invention was made to add selecting and installing into the vehicle a device and activating the device features to the method of Andersen et al. because Simon teaches that adding the features help to improve timely repayment of a loan (see column 2, lines 61-64 of Simon et al.).

Applicants respectfully traverse the rejection of independent claim 1 under 35 U.S.C. § 103(a). First, applicants have amended claim 1 to recite "selecting a vehicle based on predetermined financial criteria."

Simon et al. does not teach selecting a vehicle based on predetermined financial criteria. To the contrary, Simon et al. teaches "a major objective of the desk manager 102 is to increase the profits ... by maximizing the total gross profit on every deal." (Col. 7: lines 25-35). Further, eligible model years are required to correspond to the financing term, and no vehicle greater than 10 years, e.g., may qualify for financing, as set forth in Par. 0022.

Claim 1 further requires funding the lease. Simon et al. does not teach or disclose funding the lease. The passage cited by the Examiner to meet this limitation is reproduced below for convenience:

40 VI. FINANCIAL SOURCE FILTER

Dealerships in the past have not been able to predict with certainty whether a particular customer qualifies for financing. One of the main problems is that finance sources will 45 not provide written documentation on what parameters and values they are looking for to determine the acceptance of a particular loan. The Financial Source Filter module 230 utilizes expert system technology to enable a dealership to match a customer to a particular loan program and virtually 50 guarantee that the finance source associated with that loan program will approve the loan. This enables the dealership to make sales in the evening or on weekends when finance sources are closed. Thus the sales team can close the deal on 55 the spot and make delivery while the customer is at the dealership.

The above passage describes a situation that is well known to those persons of skill in the art, as a "spot delivery". Spot delivery is the delivery of a vehicle *before approval by the finance company, wherein the dealer assumes the risk of the financing transaction collapsing*. Statistically, three to five percent of such spot delivery transactions are unwound afterwards for failure of either the finance company or the buyer to complete the financing transaction. It is clear from the above passage that Simon et al. discloses a financial source filter, also known by those skilled in the art as a "desking system", that attempts to match the customer to a suitable loan program based on terms provided by various financial sources. However, as is also clear, the lease is not funded at this point, and, while it "virtually guarantees" that the financial source will approve the loan, it is equally clear from this passage that the loan is not yet approved, and is subject to a later agreement being consummated between the customer and the finance company. Essentially, Simon et al. discloses a pre-approval or screening, but does not disclose funding the lease. By contrast, claim 1, as amended, specifically requires funding the lease. (See, e.g., Claim 1, and paragraphs 0039-0042.)

Therefore, applicants respectfully submit that claim 1, as amended, is allowable, and request reconsideration and allowance of same.

In Paragraph 9 of the Office Action, the Examiner states the following:

As per claim 2, Simon et al. and Andersen et al. teach the method of claim 1 described above. Anderson et al. further teaches wherein the step of funding the lease further includes the step of acquiring a line of credit (see Fig. 3a, Fig. 12, Fig. 13a and column 3, lines 7-27).

Applicants respectfully traverse the rejection of claim 2. Claim 1, as amended, is believed to be allowable, for the reasons set forth above. Therefore, Claim 2, as amended, would be allowable as depending from an allowable independent claim.

In Paragraph 10 of the Office Action, the Examiner states the following:

With reference to claim 4, the specifics of the lease and selected vehicle can be construed as nonfunctional descriptive material and are not functionally related to the method for leasing said selected vehicle. Said non-functional descriptive material is given little patentable weight.

See Gulack, 703 F.2d at 1384, 217 USPQ at 403; see also Diehr, 450 U.S. at 191, 209 USPQ at 10.

Applicants respectfully traverse the rejection of claim 4. Applicant has amended claim 4 to more clearly state that the predetermined financial criteria includes the customer's needs based upon a dollar value per week. Claim 1, as amended, is believed to be allowable, for the

reasons set forth above. Therefore, Claim 4, as amended, would be allowable as depending from an allowable independent claim.

In Paragraphs 11-24 of the Office Action, the Examiner rejected claims 5-18 and 28-31. Applicants respectfully traverse the rejection of claims 5-18 and 28-31. Independent claim 1, and dependent claim 4, as amended, are believed to be allowable, for the reasons set forth above. Claims 5-18 depend, directly or indirectly, from claim 1, and therefore would be allowable as depending from an allowable independent claim. Applicants have cancelled claims 28-31, without prejudice, and therefore the Examiner's rejections set forth in Paragraphs 25-29 of the Office Action are deemed moot. With respect to claims 1-2, and 4-18, Applicants respectfully request reconsideration and allowance.

Ground 3

The Examiner rejected Claim 3 under 35 U.S.C. 103(a) as being unpatentable over Andersen in view of Simon and further in view of Elphick.

In Paragraph 30 of the Office Action, the Examiner adds the Elphick reference and states the following:

As per claim 3, Simon et al. and Andersen et al. teach the method of claim 2 described above. Elphick et al. further teaches wherein the value of the line of credit is substantially equal to an amount of business anticipated during a predetermined period (see column 5, line 67-column 6, line 6).

Therefore, it would be *prima facie* obvious to one of ordinary skill in the art at the time the invention was made to add the value of the line of credit is substantially equal to an amount of business anticipated during a predetermined period feature to the method of Simon et al. and Andersen et al., because Simon et al. teaches that adding the feature helps to improve timely repayment of a loan (see column 2, lines 61-64 of Simon et al.).

Applicants respectfully traverse the rejection of claim 3, which depends from independent claim 1. Claim 1, as amended, is believed to be allowable, for the reasons set forth in Ground 2 above. Elphick does not cure the deficiencies of the base rejection to claim 1, Elphick being added to provide an additional limitation that the value of the line of credit is substantially equal to an amount of business anticipated during a predetermined period.

With respect to claim 3, the Examiner cited the following passage from Elphick et al., to show that the value of the line of credit is substantially equal to an amount of business anticipated during a predetermined period for the leasing company:

The teller for example may wish to prepare a line of credit application for a merchant customer who wants to build up inventory in anticipation of brisk sales.

The teller begins at main menu block 51. The actual screen seen by the teller is shown in FIG. 5A. To create a line of credit application, in the form of a WIP document, the teller chooses selection 3 and presses the enter key. That causes the flow to proceed to block 53 which is the screen shown in Figure 5B.

(Col.5, line 67-Col. 6, line 6)

Elphick, as understood, is directed to a forms processor having a computer workstation with the ability to create a work in progress (WIP) document. The above passage merely teaches preparing a line of credit application, but does not disclose calculating a revolving line of credit substantially equal to an amount of business anticipated during a predetermined period for the leasing company.

The following principle of law applies to all Section 103 rejections. MPEP 2143.03 provides "To establish prima facie obviousness of a claimed invention, all claim limitations must be taught or suggested by the prior art. In re Royka, 490 F2d 981, 180 USPQ 580 (CCPA 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. In re Wilson, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970)." [emphasis added] That is, to have any expectation of rejecting the claims over a single reference or a combination of references, each limitation must be taught somewhere in the applied prior art. If limitations are not found in any of the applied prior art, the rejection cannot stand. In this case, the applied prior art reference, applied individually, clearly do not arguably teach some limitations of the claims.

Claim 3 requires that " the value of the line of credit is substantially equal to an amount of business anticipated during a predetermined period for the leasing company, using the formula: number of deals per month x number of months x average deal value (\$)." There is no suggestion in Elphick of calculating a revolving line of credit substantially equal to an amount of business anticipated during a predetermined period. Even assuming that Elphick does teach calculating a revolving line of credit substantially equal to an amount of business anticipated during a predetermined period, a person of ordinary skill in the art would not look to a forms processor method to solve the problem of substantially equalizing the line of credit with the business anticipated over the predetermined period, and Elphick, as indicated above, does not disclose the way in which that function could be accomplished.

Therefore, Claim 3 would be allowable as depending from an allowable independent claim. Reconsideration and allowance of claim 3 is respectfully requested.

Ground 4

The Examiner rejected Claim 20 under 35 U.S.C. 103(a) as being unpatentable over Simon in view of Elphick

In Paragraph 32 of the Office Action, the Examiner states the following:

As per claim 20, Simon et al. teaches the system of claim 19 described above. Elphick et al. further teaches wherein the funded lease is funded by a leasing company and the means for obtaining a funded lease comprises means for calculating a revolving line of credit substantially equal to an amount of business anticipated during a predetermined period for the leasing company (see column 5, line 67-column 6, line 6).

Therefore, it would be prima facie obvious to one of ordinary skill in the art at the time the invention was made to add the value of the line of credit is substantially equal to an amount of business anticipated during a predetermined period feature to the method of Simon et al., because Simon et al. teaches that adding the feature help to improve timely repayment of a loan (see column 2, lines 61-64 of Simon et al.).

The Examiner rejected Claims 21-22 and 25-27 under 35 U.S.C. 103(a) as being unpatentable over Simon in view of Andersen.

In Paragraphs 34 through 38 of the Office Action, the Examiner states the following:

As per claim 21 Simon et al. teaches the system of claim 19 described above. Simon et al. further teaches including a microprocessor (see column 6, lines 49-7, line 3); Simon et al. does not teach the following parts of the claim:

for providing at least one predetermined system parameter in electronic form selected from the group consisting of a dollar amount for a revolving line of credit obtained by a leasing company from a lending institution to fund the lease; an interest rate to be paid on the revolving line of credit; insurance coverage appropriate for the funded lease; a vehicle appropriate for a consumer; a lease reviewer for approving, funding and posting the lease; a consumer appropriate for the funded lease; at least one predetermined form and information used by the reviewer; predetermined information used by a vehicle dealership; predetermined information used by the leasing company, predetermined information used by a third party, and combinations thereof, wherein the consumer appropriate for the funded lease is determined using at least one parameter selected from the group consisting of a consumer's weekly income, job history, residential stability, available amount of cash, available trade equity and an amount of equity required to complete a lease transaction.

Andersen et al. teaches the parts of claim:

for providing at least one predetermined system parameter in electronic form selected from the group consisting of a dollar amount for a revolving line of credit obtained by a leasing company from a lending institution to fund the lease (see column 3, line 11-16); an interest rate to be paid on the revolving line of credit (see column 6, line 20); insurance coverage appropriate for the funded lease; a

vehicle appropriate for a consumer; a lease reviewer for approving, funding and posting the lease; a consumer appropriate for the funded lease; at least one predetermined form and information used by the reviewer; predetermined information used by a vehicle dealership (see column 6, line 20); predetermined information used by the leasing company, predetermined information used by a third party, and combinations thereof, wherein the consumer appropriate for the funded lease is determined using at least one parameter selected from the group consisting of a consumer's weekly income, job history, residential stability, available amount of cash, available trade equity and an amount of equity required to complete a lease transaction (see column 18, lines 6-13).

Therefore, it would be *prima facie* obvious to one of ordinary skill in the art at the time the invention was made to add at least one predetermined system parameter in electronic form selected from the group feature to the system of Simon et al. because Andersen et al. teaches that adding the feature help to improve timely repayment of a loan (see column 2, lines 61-64 of Simon et al.).

As per claim 22, Simon et al. and Andersen et al. teach the system of claim 21 described above. Simon et al. further teaches wherein the device capable upon activation of rendering the vehicle operable for a predetermined period of time comprises a device with a microprocessor (see column 6, line 50-column 7, line 3) connected to the vehicle's ignition system to prevent starting of the vehicle without a predetermined authorization (see Fig. 1-3, column 10, lines 9-56).

As per claim 25, Simon et al. and Anderson et al. teach the system of claim 22 described above. Simon et al. further teaches wherein the activating means comprises:

entering into the microprocessor (see column 6, line 50-column 7, line 3) upon delivery of the vehicle to the customer a plurality of predetermined authorization codes, each of the codes upon activation rendering the vehicle operable for the predetermined period; supplying to the customer an authorization code for a paid predetermined period; and entering into the

microprocessor the authorization code for the paid predetermined period, thereby rendering the vehicle operable for the predetermined period (see abstract, column 10, lines 9-56).

As per claim 26, Simon et al. and Andersen et al. teach the system of claim 25 described above. Simon et al. further teaches wherein the predetermined period is selected from the group consisting of weekly, bi-weekly and monthly (see abstract, column 1, line 29-39).

As per claim 27, Simon et al. and Andersen et al. teach the system of claim 25 described above. Simon et al. further teaches wherein the plurality of predetermined authorization codes includes an emergency code for allowing the vehicle to be operated for a period of predetermined short duration in response to an emergency and a reset code for resetting a previously activated emergency code (see column 7, lines 18-37).

Applicants respectfully traverse the rejection of claims 20, 21-22 and 25-27. Claims 20, 21-22 and 25-27 depend, directly or indirectly, from independent claim 19. First, Claim 19 is

believed to be allowable, for the reasons set forth above under Ground 1. Therefore, claims 20, 21-22 and 25-27 would be allowable as depending from an allowable independent claim.

Furthermore, with respect to claim 20, the Examiner cited the following passage from Elphick et al., to show that the funded lease is funded by a leasing company and the means for obtaining a funded lease comprises means for calculating a revolving line of credit substantially equal to an amount of business anticipated during a predetermined period for the leasing company

Claim 20 requires that "the funded lease is funded by a leasing company and the means for obtaining a funded lease comprises means for calculating a revolving line of credit substantially equal to an amount of business anticipated during a predetermined period for the leasing company, using the formula: number of deals per month x number of months x average deal value (\$)." For the reasons set forth above in Ground 3, claim 20 should be allowed. There is no suggestion in Elphick of calculating a revolving line of credit substantially equal to an amount of business anticipated during a predetermined period. Even assuming that Elphick does teach calculating a revolving line of credit substantially equal to an amount of business anticipated during a predetermined period, a person of ordinary skill in the art would not look to a forms processor method to solve the problem of substantially equalizing the line of credit with the business anticipated over the predetermined period, and Elphick, as indicated above, does not disclose the way in which that function could be accomplished.

In view of the above remarks, Applicants respectfully traverse the rejection of claims 20-22 and 25-27. Reconsideration and allowance of claims 20-22 and 25-27 is respectfully requested.

CONCLUSION

Applicants respectfully requests entry of the above amendment. For at least the reasons set forth above, Applicant respectfully requests reconsideration of the Application and withdrawal of all outstanding objections and rejections. Applicant respectfully submits that the claims are not anticipated by, nor rendered obvious in view of the cited art either alone or in combination and thus, are in condition for allowance. Thus, Applicant requests allowance of all pending claims in a timely manner. If the Examiner believes that prosecution of this Application could be expedited by a telephone conference, the Examiner is encouraged to contact the Applicant's undersigned representative.

This Response has been filed along with a Petition for One Month Extension of Time, along with the appropriate fee. In the event that Applicants are mistaken in these calculations, the Commissioner is hereby authorized to charge indicated fees and credit any overpayments to Deposit Account No. 50-1059.

Respectfully submitted,

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